

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
STATESBORO DIVISION**

AKEEM WASHINGTON,)	
)	
)	
Plaintiffs,)	
)	CIVIL ACTION FILE
v.)	NO.: 6:16-cv-00167-JRH-BKE
)	
SHANNON R. RIVERA, IN HER)	
INDIVIDUAL CAPACITY, and)	
TINA E.)	
ELLIS, IN HER INDIVIDUAL)	
CAPACITY.)	
)	
Defendants.)	

PLAINTIFF’S RESPONSE TO DEFENDANTS
SHANNON R. RIVERA AND TINA E. ELLIS’
JOINT MOTION TO ENFORCE SETTLEMENT AGREEMENT

COMES NOW, Akeem Washington, Plaintiff in the above-styled action and files this Response to Defendants’ Motion to Enforce Settlement Agreement, showing the Court as follows:

I. FACTS

On December 17, 2019, the Parties attended mediation at the U.S. Courthouse in Statesboro, Georgia [Doc. 68]. Magistrate Judge Brian K. Epps mediated the case.

Plaintiff Akeem Washington and his fiancée, Essence Collier¹, attended the mediation via telephone and video conference (FaceTime), and Counsel for the Parties attended the mediation in person.

During the full day of mediation, Plaintiff's Counsel, Plaintiff Akeem Washington, Essence Collier, and Judge Epps engaged in video communication via FaceTime. After, Defendants made their final offer of \$125,000, Plaintiff's counsel engaged in a video conference via facetime with Plaintiff Akeem Washington and Essence Collier. At the conclusion of that facetime call, Plaintiff Washington and Essence Collier verbally communicated that Plaintiff's counsel had authority to settle his claims for \$125,000. Immediately following the FaceTime call, Plaintiff's Counsel texted Mr. Washington confirming the oral authority previously provided to settle the claims for \$125,000. Via text message, Plaintiff Washington confirmed his acceptance of the Defendants' \$125,000 offer to settle his claims against Defendants Shannon Rivera and Tina Ellis.

Based on the oral authority provided during the mediation, the text confirmation, and the Power of Authority section of the Attorney-Client Agreement,² Plaintiff's attorney, Mawuli Davis, signed the "Settlement Term

¹ Essence Collier obtained a general power of attorney on July 30, 2019 as a result of a work-related accident involving Akeem Washington, unrelated to the matters at issue in this case.

² The Attorney – Client Agreement with Mr. Washington includes the following language: "I do give said Attorneys full Power of Attorney to sign in my behalf any

Sheet.” (see Exhibit “A” to Defendants’ Motion to Enforce [Doc. 69-1]) On December 18, 2019, Plaintiff Washington sent Plaintiff’s Counsel, attorney Mawuli Davis, a text message stating that the settlement agreement signed at mediation should “not be valid” because he [Akeem Washington] “never gave permission for anyone to “sign for him”. On December 21, 2019, against advice of counsel, Plaintiff directed counsel to inform opposing counsel that he does not agree to the settlement agreement and release. On January 14th, Plaintiff Washington and Essence Collier instructed Plaintiff’s counsel to inform the Court of the following: “Akeem Washington had no knowledge of a binding settlement agreement term sheet. No expressed permission was given to sign his name, nor was any information pertaining to this form was given to Washington to agree to.”

II. ARGUMENT

Against the advice of his counsel, Plaintiff opposes the Motion to Enforce Settlement Agreement.

III. CONCLUSION

The Plaintiff no longer wishes to settle his claims and would like to proceed to trial.

and all checks, drafts, releases, and other documents relating to the settlement of this case and/or any checks or drafts from the insurance company as payment under this claim in the event I am unable to sign for same due to unforeseeable circumstances which may arise during the course of litigation.”

WHEREFORE, Plaintiff, against the advice of counsel, respectfully moves the Court to deny Defendant's Motion to Enforce Settlement.

Respectfully submitted this 14th day of January, 2020.

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CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing Response to Defendants' Motion to Enforce Settlement Agreement with the Clerk of Court using the CM/ECF system with service on all attorneys of record electronically and by depositing same in the United States mail with adequate postage thereon to assure delivery to:

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Respectfully submitted this 14th day of January, 2020.

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